
CHRISTCHURCH CITY COUNCIL LIBRARY STAFF—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 15th day of July 1963, between the Christchurch City Council (hereinafter called "the council" or "the employer") of the one part, and the Canterbury Local Bodies' Officers (Other than Clerical) Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Application of Agreement

1. This agreement shall apply to all permanent, temporary and part-time staff employed by the Council at the Library other than the City Librarian, Deputy City Librarian, Head of Reference and Head of Lending.

Definitions

2. (a) For the purpose of this agreement an assistant librarian shall be an officer engaged on library duties of a professional nature.

(b) An assistant shall be an officer engaged wholly or substantially on routine work or general library duties of a non-professional nature, including for intermediate and senior assistants semi-professional duties.

(c) A reading room attendant shall be an officer engaged wholly or substantially to attend the library when reading facilities are open to the public and any other duties allocated to him by the city librarian or his deputy but excluding cleaning.

(d) Service shall mean service on the permanent staff of the library or similar service with other approved libraries.

(e) Permanent staff shall comprise all staff other than those employed on a casual basis as provided for in clauses 7 and 8.

Hours of Work

3. (a) *Normal Hours*—The normal hours of work shall not exceed 37½ hours per week, and shall be worked according to a roster drawn up in a fair and equitable manner having due regard to the exigencies of the service, except that the city librarian may require officers to work up to 40 hours per week when occasion demands.

(b) *Day Shifts*—The following day shift shall be worked—9 a.m. to 5.30 p.m. Monday to Friday inclusive, with one hour for lunch. Subject to the provisions of subclause (a) hereof, officers may be required to work up to 6 p.m. on any of the days mentioned in this subclause provided that one and a half hours are allowed for lunch.

(c) *Evening Shifts*—Subject to the provisions of subclause (a) hereof, officers shall work evening shifts as directed between 6 p.m. and 9 p.m. Monday to Friday inclusive: provided that the only normal work required of an officer on the same day as he or she is rostered to work evening shift shall be performed between either 9 a.m. and 1 p.m. or 1 p.m. and 5 p.m.

(d) *Saturday Shifts*—Subject to the provisions of subclause (a) hereof, officers shall work Saturday shifts, as directed, from the hours of 9 a.m. to noon and 2 p.m. to 5 p.m.: or 2 p.m. to 5 p.m. and 7 p.m. to 9 p.m.: provided, in such cases that officers shall commence work at the normal time, but shall not work afternoon on one of the preceding five week days; provided further that no employee shall be required to work any time on more than one Saturday in each nine consecutive Saturdays while the library hours at present determined by the council remain unaltered: should any change be made, the proportions of work shall be the subject of discussion and agreed between the council and the union.

(e) *Sunday Shifts*—Sunday shifts shall be worked from the hours of 2 p.m. to 5 p.m. and 7 p.m. to 9 p.m.

(f) *Interchange of Hours*—Providing that the consent of the city librarian, or any person authorised by him in that behalf, has first been obtained, officers may agree among themselves to an interchange of hours.

Conditions of Service

4. (a) *Appointments*—Appointments to the permanent staff shall be made with a probationary period not exceeding three months. At the expiration of the probationary period the officer shall either be appointed or discharged at the discretion of the council, and the union shall be so notified. Casual appointments may be made as provided by clause 7 (a).

(b) *Rights of Staff—Advertised Positions*—When applications for appointments are called for by way of public advertisement, any officers holding the requisite qualifications may apply for promotion or reclassification to the appointment advertised, and full consideration shall be given to merit, ability, seniority and length of service, but the council's decision shall be final.

(c) *Terms of Employment*—The employment of permanent officers shall be monthly, unless agreements are made under seal on a different basis, and one month's notice of termination shall be given by either party, except in the case of dereliction of duty, insubordination, or misbehaviour, and in such case the officer shall be liable to instant dismissal.

(d) *Pay Periods*—Officers shall be paid fortnightly, not later than Thursday, and subject to satisfactory arrangements being made with the city treasurer may have their salaries paid direct to their private banking accounts.

(e) *Payment for Classified Positions*—Officers appointed to positions specially classified shall be paid not less than the minimum amount set against such classification.

(f) Up to three hours per week shall be allowed to officers attending approved lectures at the university for the purpose of furthering their library qualifications.

(g) *Discharge of Officers on Higher Rates*—No officer shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(h) *Officers on Rates Higher than Agreement*—Officers receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

(i) *Vacant Positions*—Vacant positions shall be filled, where practicable, by promotion of officers already on the staff and the appointment of junior assistants, and where any position is created or a vacancy occurs in the staff, with or without extra remuneration, applications to fill it shall first be called from such members of the permanent staff who have the qualifications required.

Complaints

5. (a) Any charge laid against an officer by a member of the public or a member of the staff shall be made in writing by the complainant within 168 hours after the subject matter came to the complainant's knowledge, and the officer concerned shall be notified thereof within 24 hours of its receipt. He shall be entitled to make a copy of such complaint before being called upon to answer the charge.

(b) An officer shall be entitled to be present and call evidence when an inquiry is held by any senior officer, a committee, or the council. If the complaint is made by another employee such other officer shall also be present.

(c) The officer may be represented by the secretary of the union.

Salaries

6. The maximum and minimum rates of salary shall be in accordance with the following scales:

(a) Assistant Staff:

Year	Commencing Year.	Rate £	Maximum
1st	.....	335	.....
2nd	If 19 years of age	385	.....
3rd	With SC	440	.....
4th	With UE	505	.....
5th	.....	570	.....
6th	.....	635	.....
7th	With N.Z.L.A. Cert.	690	.....
8th	.....	745	.....
		—a	Without N.Z.L.A. Cert., unless male with endorsed SC or UE
9th	.....	795	.....
10th	With B.A. or Cert. N.Z.L.S.	855	.....
11th	With M.A.	900	.....
		—b	Without library qualifications.
12th	.....	955	.....
13th	.....	995	.....
		—c	Without Cert. N.Z.L.S. and responsibility for staff
14th	.....	1040	.....
		—d	.....
15th	.....	1085	.....

Provided that:

- (a) The senior unqualified female assistant having reached the eighth year shall proceed after 12 months to a salary of £806 per annum. The senior unqualified male assistant having reached the 11th year shall likewise proceed to a salary of £971 per annum.
- (b) Promotion from eleventh to twelfth year with Cert. N.Z.L.S. shall be automatic; with N.Z.L.A. Cert. shall be at the discretion of council upon recommendation of the city librarian.
- (c) and (d) Promotion from thirteenth to fourteenth year and from the fourteenth to fifteenth shall be at the discretion of council upon recommendation of the city librarian.

Designations—Except as provided above in respect of senior unqualified assistants, assistants in the seventh to eleventh year shall be designated intermediate assistants, from the twelfth to fifteenth senior assistants.

(b) *Librarian Staff* with Cert. or Dip. N.Z.L.S. or A.N.Z.L.A. (A university degree may also be required)

Year	Commencing Year	Rate £	Maximum
1st	Assistant librarian	900	.....
2nd	Assistant librarian with M.A.	955	.....
3rd	.....	995	.....
		— a	Without specialist responsibility or responsibility for staff
4th	Liaison librarian, Commercial librarian Children's librarian Cataloguer	1040	.....
5th	.....	1085	.....
		— b	Without degree or without A.N.Z.L.A. and without responsibility for staff
6th	.....	1135	.....
7th	.....	1180	.....
		— c	.....

Provided that:

- (a) Promotion if with specialist responsibility or responsibility for staff shall be automatic if with A.N.Z.L.A., otherwise at discretion of council upon the recommendation of the city librarian.
- (b) and (c) *Assistant Librarians*—Promotion of assistant librarians with responsibility for staff from the fifth to sixth and from the sixth to seventh year shall be at discretion of council upon recommendation of the city librarian.

Classified Posts—Promotion of holders of the posts named at the fourth year shall be automatic from the fifth to the sixth year if with A.N.Z.L.A., otherwise at discretion of council upon the recommendation of the city librarian; and from the sixth to seventh year at the discretion of council upon the recommendation of the city librarian.

Casual Staff

7. (a) Casual assistants, both full-time and part-time, may be employed as required, provided that the total weekly hours of casual staff do not exceed one-eighth of the total weekly hours of the permanent staff, except with the permission of the union.

(b) The minimum rates of wages for casual assistants shall be in accordance with the following:

					Per Hour	
					s.	d.
Professional	.....	.....	.....	.....	9	0
Skilled—						
Males	.....	.....	.....	.....	7	8½
Females	.....	.....	.....	.....	6	2
Unskilled—						
Males	.....	.....	.....	.....	7	0
Females	.....	.....	.....	.....	5	5
Secondary school student assistants	.....	.....	.....	.....	3	0
Typist	.....	.....	.....	.....	6	4½

Reading Room Attendants

8. (a) Reading room attendants may be employed on a casual basis when the reading rooms only are open.

(b) The minimum rates of wages for reading room attendants shall be:

					Per Hour	
					s.	d.
Males	.....	.....	.....	.....	7	8½
Females	.....	.....	.....	.....	6	2

With a minimum of five hours in any one day. When five hours is required to be worked under this clause, a division of time may be arranged by two workers provided the substitute worker is approved by the council and the five-hour minimum period shall not apply.

Holidays and Annual Leave

9. (a) The following days shall be observed as holidays and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday to Easter Monday inclusive, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day and Boxing Day.

(b) If required to work on any of the following days, or if on annual leave on any of the following days, ordinary time off will be given in lieu thereof on a day to be mutually agreed upon but not necessarily added to annual leave: the second day after New Year's Day, Easter Tuesday, and the day after Boxing Day.

(c) Should any of the days mentioned in subclause (a) hereof, except Anzac Day or Easter Saturday, fall on a Saturday or a Sunday, the holiday shall be observed on the next immediate working day or working days, and subsequent holidays shall be moved forward accordingly.

(d) Annual leave shall be granted in accordance with the Annual Holidays Act 1944, provided, however, that those officers who have had 10 years' continuous service with the council, or who are in receipt of a salary exceeding £954 exclusive of payment for rostered Saturday work, shall be granted annual leave of three weeks.

(e) At least two weeks' notice of the commencement of annual leave shall be given by the council to the officer concerned.

(f) Annual leave shall be taken at a time to be mutually agreed upon.

Increase in Rates of Remuneration

10. The rates of remuneration provided in this agreement are inclusive of the provisions of the general order of the Court of Arbitration dated the 26th day of October 1956.

(NOTE: It is agreed between the parties of this industrial agreement that females employed under clause 6 have been treated as adult males in determining the application of the general order referred to in this clause.)

Overtime

11. (a) This clause shall not apply to those officers in receipt of a salary exceeding £954 exclusive of payment for rostered Saturday work. In respect to rostered Saturday work, all library staff covered by this agreement shall be paid overtime at a rate based on the first £954 of salary.

(b) All time worked in excess of the hours specified in clause 3 (a) (b) (c) and (d) shall be considered as overtime and shall be paid for the first two hours at the rate of time and one half and thereafter double time, or the employee, by mutual agreement shall be given equivalent time off.

(c) Any officer required to work on a Sunday or on a holiday shall be paid at double rates in addition to the ordinary salary: provided that this subclause shall not apply to work under clause 3 (c) when such work is being performed by reading room attendants.

(d) Any employee required to be on duty on a Saturday, where such Saturday does not form part of the ordinary working week or on any holiday, or any portion of a holiday, as set out in clause 9 (a) hereof shall be paid for the first two hours at the rate of time and a half, and thereafter double time, in addition to the weekly wage, or the employee, by mutual arrangement, shall be given equivalent time off.

(e) Not less than four working hours shall be paid for as overtime on any public holiday or Sunday.

(f) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the city librarian.

(g) All overtime shall be paid on the next following pay day.

Shift Allowance

12. (a) Shift allowances shall be paid for evening, Saturday and holiday shifts, provided that they shall apply only to shifts worked in normal hours as set out in clause 3 (a).

(b) A shift allowance of 4s. 3d. per shift, in addition to the ordinary salary, shall be paid in lieu of overtime, for all work performed under clause 3 (c).

(c) A shift allowance of 8s. 6d. per shift, in addition to the ordinary salary, shall be paid in lieu of overtime, for all work performed under clause 3 (d).

Machine Operators' Allowance

13. An allowance of 6s. 9d. per week shall be paid to assistants regularly employed in the operation of punch card machines; casual employees to be paid the allowance on an hourly basis *pro rata*.

Meal Allowance

14. Any officer working a day shift as set down in clause 3 (a) and (b) who is required to continue working after 6 p.m. shall be paid 4s. 6d. meal allowance.

Uniforms, etc.

15. (a) All officers required by the council to wear uniforms, dust coats or smocks when on duty, shall be provided with such apparel by the council, free of charge, and such apparel shall be renewed by the council when necessary.

(b) All uniforms, dust coats or smocks enumerated in the preceding subclause shall remain the property of the council.

Expenses

16. All authorised out-of-pocket expenses incurred by an officer in the execution of his or her duties shall be paid by the council.

Officers Performing Higher-grade Duties

17. Any officer who is instructed to perform the duties of a higher-grade officer (other than for the purpose of holiday relief) shall, if he occupies the higher-grade position for more than four weeks continuously, be paid from the date upon which he commenced the higher-grade duty at a rate not less than the minimum salary for the higher position.

Under-rate Workers

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage or salary as may from time to time be fixed on the application of the worker after due notice to the union, by the local Inspector of Awards or such other persons as the Court may from time to time appoint for that purpose, and such inspector or other person in so fixing such wage or salary shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period not exceeding six months as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage or salary again fixed in the manner prescribed by this clause; Provided that in the case of any person whose wage or salary is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage or salary without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of the employer, before employing a worker at such lower wage or salary to examine the permit or agreement by which such wage is fixed.

Unqualified Preference Clause

19. (a) Any adult person engaged or employed in any position or employed subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being

requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply after having been notified by an officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years of age or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Right of Entry Upon Premises

20. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the council for the purpose of interviewing any officer in connection with the operation of this agreement, but not so as to interfere unreasonably with the council's business.

Matters Not Provided For and Appeals

21. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, including any difference or dispute as to the decision of the council respecting the dismissal or disrating or reclassification of any officer, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee, to be composed of two representatives of the council and two representatives of the union, none of whom shall be members of the legal profession together with an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district provided that all disputes shall be considered by the committee within one month of the date of notification to the council or the union of such dispute. Either side shall have the right of appeal to the court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

22. This agreement, in so far as it relates to salaries and adjustments to allowances, including machine allowances, shall be deemed to have come into force on the 14th day of January 1963, and in so far as all other conditions are concerned it shall come into force on the 15th day of July 1963, and shall continue in force until the 13th day of January 1965.

In witness whereof the parties have executed these presents.

The common seal of the Mayor Councillors and Citizens of the City of Christchurch was hereto affixed this 16th day of July 1963, in the presence of—

[L.S.]

GEO. MANNING, Mayor.
C. S. BOWIE, Town Clerk.

The common seal of the Canterbury Local Bodies' Officers' (Other than Clerical) Industrial Union of Workers was hereto affixed this 18th day of July 1963, in the presence of—

W. LORIMER, President.
J. SHANKLAND, JUN., Secretary.